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28 FCA US, LLC

17 UNITED STATES DISTRICT COURT
18 EASTERN DISTRICT OF CALIFORNIA

19
20 Stephen Allen Tankersley and Clear Path
21 Utility Solutions,

22 Plaintiffs,
23 v.
24 FCA US, LLC,

25 Defendant.
26
27
28
Case No.: 2:25-cv-00464-DC-CKD
STIPULATED PROTECTIVE ORDER
WITH MODIFICATION BY THE COURT

1 At least some of the documents and information ("materials") being sought through
2 discovery in the above-captioned action are, for competitive reasons, normally kept confidential
3 by the parties. The parties have agreed to be bound by the terms of this Protective Order ("Order")
4 in this action.

5 The materials to be exchanged throughout the course of the litigation between the parties
6 may contain trade secret or other confidential research, technical, cost, price, marketing or other
7 commercial information, as is contemplated by Federal Rule of Civil Procedure 26(c)(1)(G). The
8 purpose of this Order is to protect the confidentiality of such materials as much as practical during
9 the litigation. THEREFORE:

10 DEFINITIONS

11 1. The term "confidential information" will mean and include information contained
12 or disclosed in any materials, including documents, portions of documents, answers to
13 interrogatories, responses to requests for admissions, trial testimony, deposition testimony, and
14 transcripts of trial testimony and depositions, including data, summaries, and compilations derived
15 therefrom that is deemed to be confidential information by any party to which it belongs.

16 2. The term "materials" will include, but is not be limited to: documents;
17 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other material
18 that identify customers or potential customers; price lists or schedules or other matter identifying
19 pricing; minutes; telegrams; letters; statements; cancelled checks; contracts; invoices; drafts;
20 books of account; worksheets; notes of conversations; desk diaries; appointment books; expense
21 accounts; recordings; photographs; motion pictures; compilations from which information can be
22 obtained and translated into reasonably usable form through detection devices; sketches; drawings;
23 notes (including laboratory notebooks and records); reports; instructions; disclosures; other
24 writings; models and prototypes and other physical objects.

25 3. The term "counsel" will mean outside counsel of record, and other attorneys,
26 paralegals, secretaries, and other support staff employed in the law firms identified below:
27 Strategic Legal Practices, APC, Park Lawless & Tremonti LLP, and Miller, Canfield, Paddock &
28 Stone, PLC.

GENERAL RULES

4. Each party to this litigation that produces or discloses any materials, answers to interrogatories, responses to requests for admission, trial testimony, deposition testimony, and transcripts of trial testimony and depositions, or information that the producing party believes should be subject to this Protective Order may designate the same as "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY."

a. Designation as "CONFIDENTIAL": Any party may designate information as "CONFIDENTIAL" only if, in the good faith belief of such party and its counsel, the unrestricted disclosure of such information could be potentially prejudicial to the business or operations of such party.

b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any party may designate information as "CONFIDENTIAL - FOR COUNSEL ONLY" only if, in the good faith belief of such party and its counsel, the information is among that considered to be most sensitive by the party, including but not limited to trade secret or other confidential research, development, financial or other commercial information.

5. In the event the producing party elects to produce materials for inspection, no marking need be made by the producing party in advance of the initial inspection. For purposes of the initial inspection, all materials produced will be considered as "CONFIDENTIAL - FOR COUNSEL ONLY," and must be treated as such pursuant to the terms of this Order. Thereafter, upon selection of specified materials for copying by the inspecting party, the producing party must, within a reasonable time prior to producing those materials to the inspecting party, mark the copies of those materials that contain confidential information with the appropriate confidentiality marking.

6. Whenever a deposition taken on behalf of any party involves a disclosure of confidential information of any party:

- a. the deposition or portions of the deposition must be designated as containing confidential information subject to the provisions of this Order; such designation must be made on the record whenever possible, but a party

1 may designate portions of depositions as containing confidential
2 information after transcription of the proceedings; [A] party will have until
3 fourteen (14) days after receipt of the deposition transcript to inform the
4 other party or parties to the action of the portions of the transcript to be
5 designated "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL
6 ONLY."

7 b. the disclosing party will have the right to exclude from attendance at the
8 deposition, during such time as the confidential information is to be
9 disclosed, any person other than the deponent, counsel (including their staff
10 and associates), the court reporter, and the person(s) agreed upon pursuant
11 to paragraph 8 below; and

12 c. the originals of the deposition transcripts and all copies of the deposition
13 must bear the legend "CONFIDENTIAL" or "CONFIDENTIAL - FOR
14 COUNSEL ONLY," as appropriate, and the original or any copy ultimately
15 presented to a court for filing must not be filed unless it can be accomplished
16 under seal, identified as being subject to this Order, and protected from
17 being opened except by order of this Court.

18 7. All confidential information designated as "CONFIDENTIAL" or
19 "CONFIDENTIAL FOR COUNSEL ONLY" must not be disclosed by the receiving party to
20 anyone other than those persons designated within this order and must be handled in the manner
21 set forth below and, in any event, must not be used for any purpose other than in connection with
22 this litigation, unless and until such designation is removed either by agreement of the parties, or
23 by order of the Court.

24 8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY" must be
25 viewed only by counsel (as defined in paragraph 3) of the receiving party, and by independent
26 experts under the conditions set forth in this Paragraph. The right of any independent expert to
27 receive any confidential information will be subject to the advance approval of such expert by the
28 producing party or by permission of the Court. The party seeking approval of an independent

1 expert must provide the producing party with the name and curriculum vitae of the proposed
2 independent expert, and an executed copy of the form attached hereto as Exhibit A, in advance of
3 providing any confidential information of the producing party to the expert. Any objection by the
4 producing party to an independent expert receiving confidential information must be made in
5 writing within fourteen (14) days following receipt of the identification of the proposed expert.
6 Confidential information may be disclosed to an independent expert if the fourteen (14) day period
7 has passed and no objection has been made. The approval of independent experts must not be
8 unreasonably withheld.

9 9. Information designated "confidential" must be viewed only by counsel (as defined
10 in paragraph 3) of the receiving party, by independent experts (pursuant to the terms of paragraph
11 8), by court personnel, and by the additional individuals listed below, provided each such
12 individual has read this Order in advance of disclosure and has agreed in writing to be bound by
13 its terms:

- 14 a) Executives who are required to participate in policy decisions with
15 reference to this action;
- 16 b) Technical personnel of the parties with whom Counsel for the parties find
17 it necessary to consult, in the discretion of such counsel, in preparation for
18 trial of this action; and
- 19 c) Stenographic and clerical employees associated with the individuals
20 identified above.

21 10. With respect to material designated "CONFIDENTIAL" or "CONFIDENTIAL –
22 FOR COUNSEL ONLY," any person indicated on the face of the document to be its originator,
23 author or a recipient of a copy of the document, may be shown the same.

24 11. All information which has been designated as "CONFIDENTIAL" or
25 "CONFIDENTIAL -FOR COUNSEL ONLY" by the producing or disclosing party, and any and
26 all reproductions of that information, must be retained in the custody of the counsel for the
27 receiving party identified in paragraph 3, except that independent experts authorized to view such
28 information under the terms of this Order may retain custody of copies such as are necessary for

1 their participation in this litigation.

2 12. Before any materials produced in discovery, answers to interrogatories, responses
3 to requests for admissions, deposition transcripts, or other documents which are designated as
4 confidential information are filed with the Court for any purpose, the party seeking to file such
5 material must seek permission of the Court to file the material under seal.

6 13. At any stage of these proceedings, any party may object to a designation of the
7 materials as confidential information. The party objecting to confidentiality must notify, in writing,
8 counsel for the designating party of the objected-to materials and the grounds for the objection. If
9 the dispute is not resolved consensually between the parties within seven (7) days of receipt of
10 such a notice of objections, the objecting party may move the Court for a ruling on the objection.
11 The materials at issue must be treated as confidential information, as designated by the designating
12 party, until the Court has ruled on the objection or the matter has been otherwise resolved.

13 14. All confidential information must be held in confidence by those inspecting or
14 receiving it, and must be used only for purposes of this action. Counsel for each party, and each
15 person receiving confidential information must take reasonable precautions to prevent the
16 unauthorized or inadvertent disclosure of such information. If confidential information is disclosed
17 to any person other than a person authorized by this Order, the party responsible for the
18 unauthorized disclosure must immediately bring all pertinent facts relating to the unauthorized
19 disclosure to the attention of the other parties and, without prejudice to any rights and remedies of
20 the other parties, make every effort to prevent further disclosure by the party and by the person(s)
21 receiving the unauthorized disclosure.

22 15. No party will be responsible to another party for disclosure of confidential
23 information under this Order if the information in question is not labeled or otherwise identified
24 as such in accordance with this Order.

25 16. If a party, through inadvertence, produces any confidential information without
26 labeling or marking or otherwise designating it as such in accordance with this Order, the
27 designating party may give written notice to the receiving party that the document or thing
28 produced is deemed confidential information, and that the document or thing produced should be

1 treated as such in accordance with that designation under this Order. The receiving party must treat
2 the materials as confidential, once the designating party so notifies the receiving party. If the
3 receiving party has disclosed the materials before receiving the designation, the receiving party
4 must notify the designating party in writing of each such disclosure. Counsel for the parties will
5 agree on a mutually acceptable manner of labeling or marking the inadvertently produced materials
6 as "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY" - SUBJECT TO
7 PROTECTIVE ORDER.

8 17. Nothing within this order will prejudice the right of any party to object to the
9 production of any discovery material on the grounds that the material is protected as privileged or
10 as attorney work product.

11 18. Nothing in this Order will bar counsel from rendering advice to their clients with
12 respect to this litigation and, in the course thereof, relying upon any information designated as
13 confidential information, provided that the contents of the information must not be disclosed.

14 19. This Order will be without prejudice to the right of any party to oppose production
15 of any information for lack of relevance or any other ground other than the mere presence of
16 confidential information. The existence of this Order must not be used by either party as a basis
17 for discovery that is otherwise improper under the Federal Rules of Civil Procedure.

18 20. Nothing within this order will be construed to prevent disclosure of confidential
19 information if such disclosure is required by law or by order of the Court.

20 21. Upon final termination of this action, including any and all appeals, counsel for
21 each party must, upon request of the producing party, return all confidential information to the
22 party that produced the information, including any copies, excerpts, and summaries of that
23 information, or must destroy same at the option of the receiving party, and must purge all such
24 information from all machine-readable media on which it resides. Notwithstanding the foregoing,
25 counsel for each party may retain all pleadings, briefs, memoranda, motions, and other documents
26 filed with the Court that refer to or incorporate confidential information, and will continue to be
27 bound by this Order with respect to all such retained information. Further, attorney work product
28 materials that contain confidential information need not be destroyed, but, if they are not destroyed,

the person in possession of the attorney work product will continue to be bound by this Order with respect to all such retained information.

22. The restrictions and obligations set forth within this order will not apply to any information that: (a) the parties agree should not be designated confidential information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the parties agree, or the Court rules, has become public knowledge other than as a result of disclosure by the receiving party, its employees, or its agents in violation of this Order; or (d) has come or will come into the receiving party's legitimate knowledge independently of the production by the designating party. Prior knowledge must be established by pre-production documentation.

23. The restrictions and obligations within this order will not be deemed to prohibit discussions of any confidential information with anyone if that person already has or obtains legitimate possession of that information.

24. Transmission by email or some other currently utilized method of transmission is acceptable for all notification purposes within this Order.

25. This Order may be modified by agreement of the parties, subject to approval by the Court.

26. The Court may modify the terms and conditions of this Order for good cause, or in the interest of justice, or on its own order at any time in these proceedings. The parties prefer that the Court provide them with notice of the Court's intent to modify the Order and the content of those modifications, prior to entry of such an order.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: May 14, 2025

STRATEGIC LEGAL PRACTICES, APC

By: /s/Elizabeth LaRocque
Tionna Carvalho
Elizabeth LaRocque
Attorneys for Plaintiffs
Stephen Allen Tankersley and Clear Path Utility
Solutions

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1 ///

2 Dated: May 14, 2025

3 **PARK LAWLESS & TREMONTI LLP**

4 By: /s/Steven D. Park

5 Steven D. Park
John R. Lawless
Vincent Tremonti
Charles C. Cavanagh
Attorneys for Defendant
FCA US, LLC

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7 **ORDER**

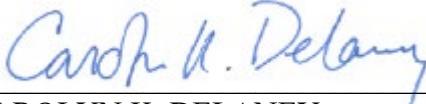
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9 The Court has reviewed the parties' stipulated protective order. (ECF No. 6.) The
10 stipulation comports with the relevant authorities and the court's applicable local rule. See L.R.
11 141.1. The Court APPROVES the protective order, subject to the following clarifications. The
12 Court's Local Rules indicate that once an action is closed, it "will not retain jurisdiction over
13 enforcement of the terms of any protective order filed in that action." L.R. 141.1(f); *see also*,
14 *e.g.*, *MD Helicopters, Inc. v. Aerometals, Inc.*, 2017 WL 495778 (E.D. Cal., Feb. 03, 2017)
15 (noting that courts in the district generally do not retain jurisdiction for disputes concerning
protective orders after closure of the case). Thus, the Court will not retain jurisdiction over this
protective order once the case is closed.

16

17 Further, this Stipulated Protective Order does not entitle a party to file confidential
18 information under seal. Local Rule 141 sets forth the procedures that must be followed and the
19 standards that will be applied when a party seeks permission from the Court to file material
20 under seal. If a party's request to file confidential material under seal is denied by the Court, then
21 the party may file the information in the public record unless otherwise instructed by the Court.

22 Dated: May 16, 2025

23 

24 CAROLYN K. DELANEY
25 UNITED STATES MAGISTRATE JUDGE

26 5, tank.0464.25